



FIRST AMENDMENT TO  
CONTRACT FOR ELECTRIC SERVICE  
(CONTRACT # E9111017)

This First Amendment to Contract for Electric Service ("First Amendment") is effective as of July 1, 2014 ("Effective Date") and is made and entered into by and between South Carolina Electric & Gas Company (the "Company" or "SCE&G") and The Boeing Company (the "Customer").

RECITALS

A. Company and Customer are parties to that certain Contract for Electric Service effective April 19, 2011 (the "Original Contract") for the provision of electric utility service to a plant located at 5400 International Boulevard, North Charleston, SC 29418 ("Premises").

B. The Original Contract and this First Amendment, together with any documents expressly incorporated therein, are collectively referred to herein as the "Contract".

C. Customer has requested and Company has agreed to make changes to Rider 2 in the Contract.

Now, therefore, for and in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. The recitals set forth above are an integral part of this First Amendment. All capitalized terms used in this First Amendment shall have the same meaning as in the Original Contract unless otherwise specified.

2. Attached hereto and incorporated herein is an amended and restated Rider 2 to the Contract.

3. This First Amendment shall have an Effective Date of July 1, 2014 and is subject to the approval of the Public Service Commission of South Carolina ("Commission") and any and all provisions herein are subject to change by order(s) of the Commission. The Customer agrees to support the Company in its request to the Commission seeking approval of this First Amendment and protecting confidential information. In the event the Commission does not approve the First Amendment, or approves the First Amendment (including the Rider) subject to conditions that differ in any way from the rates, terms and conditions herein, the parties shall negotiate in good faith in order to address any such Commission conditions. If the parties cannot reach agreement in order to address Commission conditions, then either party may terminate this First Amendment with ninety (90) days written notice without penalty.



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4. Company and Customer hereby agree to keep the terms of the Contract confidential. Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of the Contract to a third party except (i) in order to comply with any applicable law, order, regulation, or exchange rule; (ii) to the extent necessary for the enforcement of the Contract; or (iii) to its employees, lenders, counsel, accountants and other agents on a need-to-know basis for the analysis of business issues related to the Contract, provided such persons shall have agreed to keep such terms confidential. The existence of the Contract is not confidential.

5. Except as modified by this First Amendment, the Original Contract is ratified and confirmed in all respects. The Contract constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same services.

IN WITNESS WHEREOF, Company and Customer have executed this First Amendment effective as of the day and year first above written.

**The Boeing Company**

By: 

Print Name: Matt E. Daly

Its: Procurement Agent

**South Carolina Electric & Gas Company**

By: 

Print Name: William G. Watkins

Its: Manager – Large Customer Accounts & Services

### A. AVAILABILITY

This RIDER 2 is available to Customer in conjunction with the First Amendment being executed concurrently herewith, to facilitate the purchase by Customer of Green Power, as defined below.

### B. DEFINITIONS

- 1) Green Power: Green Power shall mean electricity sold by Company for consumption at the Plant coupled with Green Attributes (defined at Section VI of the Contract). Green Power shall include Company Green Power and Market Green Power.
- 2) Green Premium: The Green Premium shall mean: [REDACTED] plus associated revenue related taxes ("Company Green Premium") and the Company's reasonable costs for purchasing Green Attributes in the open market, [REDACTED] plus all associated revenue related taxes ("Market Green Premium"), as applicable, pursuant to Sections D, E and F, below.
- 3) Company Green Power: Company Green Power shall mean power coupled with Green Attributes from SCE&G's biomass system resources ("Company Green Attributes").
- 4) Market Green Power: Market Green Power shall mean power coupled with Green Attributes (for purposes hereof, specifically National Wind Renewable Energy Credits) purchased in the open market ("Market Green Attributes").

### C. DESCRIPTION OF SERVICE

Company provides electric utility service to Customer's Plant ("Plant"). Customer desires to continue to have the Plant served entirely with Green Power upon commencement of this Contract Amendment. To accomplish this, Company will [REDACTED]

### D. TERM

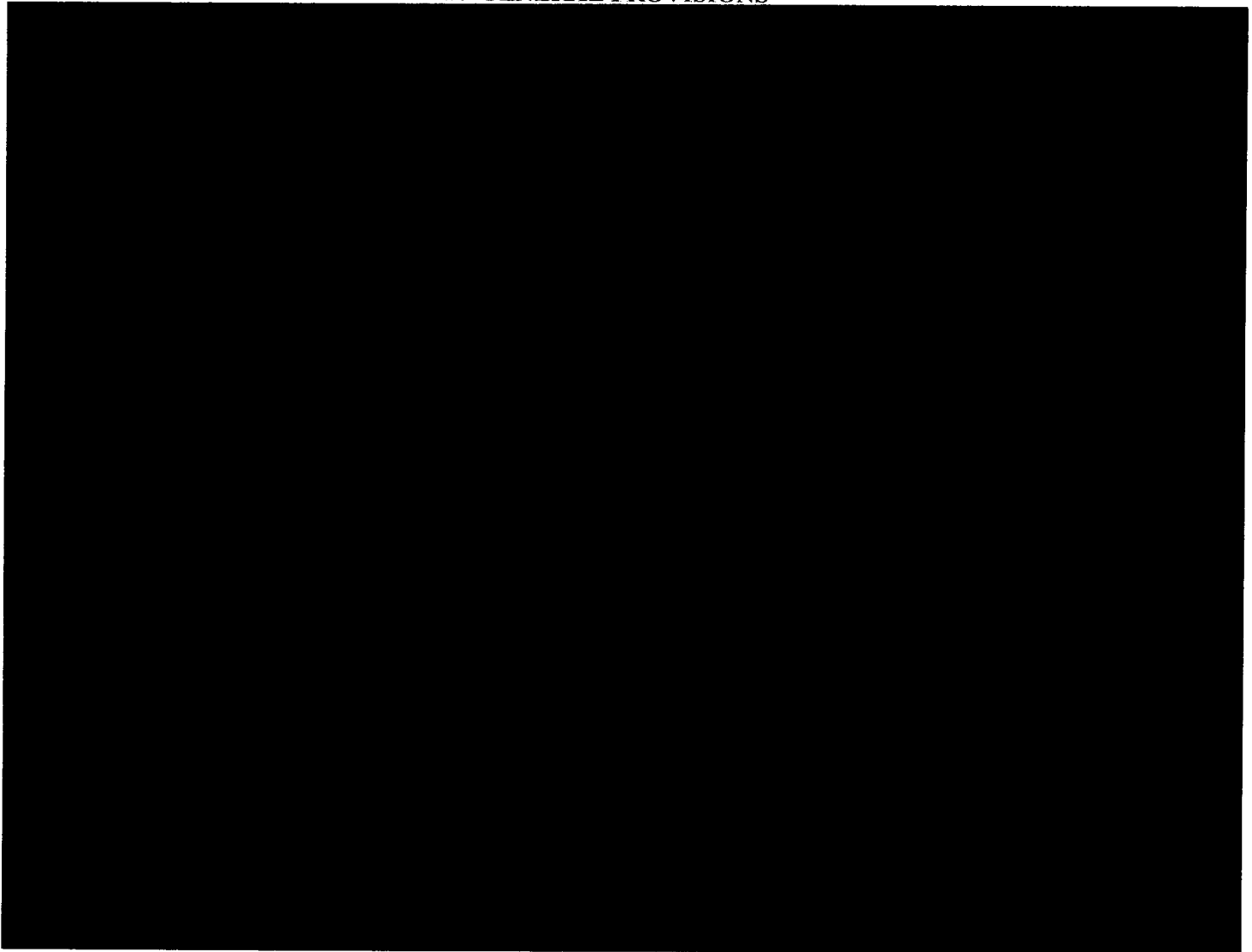
Customer commits to purchase from Company and the Company commits to provide the Green Attributes for 100% of energy consumption by the Plant for a minimum of one year beginning on July 1, 2014. At the conclusion of such one year initial term, the term of this RIDER 2 shall automatically be extended on a year-to-year basis, with the Company Green Premium and the Market Green Premium to be mutually agreed upon by the Customer and the Company, unless either party shall give written notice of intent to terminate at least (30) days prior to the expiration of the original term or any extension thereof.

#### **E. RATE FOR GREEN POWER**

The Customer's Rate for Green Power shall consist of the following two components:

- 1) The charges under Rate 23 (under which Customer takes service), discussed in Section I.(B) of the Contract, which include basic facilities charges, energy charges, and demand charges.
- 2) The Green Premium (as defined above) will be added to each monthly bill for the kWh consumption at the Plant, excluding that provided via the PV System.

#### **F. GENERAL PROVISIONS**



The first true-ups under this Section F will be through the period ending December 31, 2014 and occur no later than February 28, 2015.

Attestation forms for Company Green Power shall be provided annually and shall be in compliance with the Quality Criteria listed in World Resources Institute (WRI) Greenhouse Gas Protocol Scope 2 Guidance. If the emission factors from the biomass system resources are not available, Company will provide documentation of

8/13/14 W6W

the renewable fuel sources used to generate Company Green Power and the emission factor(s) used on an annual basis. The default Intergovernmental Panel on Climate Change (IPCC) emission factors shall be acceptable.

#### **G. PRIORITY FOR COMPANY GREEN ATTRIBUTES**

Company will give Customer a priority to its Green Attributes up to the amount necessary for the Plant, so long as that is allowed under applicable regulations and law.

#### **H. GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and part of this RIDER 2.

8/13/14 WGW